Tim GARRELTS **Richmond Homes Inc** 3600 South Yosemite, Suite 400 Denver, CO 80237-1800

SEC. - SUSAN

Dear ?

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3) This letter contains a reguest for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise

Please review the enclosed Use Agreement Modifications to this agreement can be made to address specific concerns Please sign and return both duplicate originals to me Following signatures from DOE and EG&G officials I will return one copy for your files If you should have further questions, please feel free to call me at 966-4291

\$22- selling property but regreed to two weekings

M Guillaume, OU 3 Manager Remediation Programs Division

CC Administrative Record ADMIN RECCRD

SW-A-003875

coll back ~ 2:00 10 - Tim GARRELTS could back, into sent 9/14

14 - CALLED LERT MESSINGE TO CALL GACK

11/10 - RECEIVED LETTER DELIVING SAMPLING - COLLED TO OFFER reduction in time previol of sampling - he talked to Holly Holder, will received And coll brok. I will review Hollies Agreement - I told him 1-2 mouths for sampling 1/12 - CALLED LEFT MESSAGE 3/8-he is waiting For copy From Holly Holder - will sign

9/1 - CALLED AND got GARY MANDARICL NAME - HE WILL



November 4, 1992

Mr. Michael Guillaume, OU3 Manager EM/Remediation Programs Division EG&G Rocky Flats, Inc P O Box 464 Golden, CO 80402-0464

Use Agreement for Offsite Sampling - MG-049-92

Dear Mr Guillaume.

I am returning to you, enclosed herein, the package you sent to me on September 14, 1992, concerning the above-referenced Use Agreement requested by EG&G Rocky Flats for our Rock Creek Ranch project At this time, Richmond Homes does not want to encumber the property referenced in the Use Agreement for a three-year period

If you have any questions or would like to discuss the matter further, please call me at 773-2727, extension 204.

Holly Holder 292-6600

Sincerely,

RICHMOND HOMES, INC. I

Timothy R/Garrelts

Vice President

Land Development

TRG/bc

Enclosures

Gary Handarich

Carol Raznick

File

(BC 1)

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC , Bldg. 80
ROCKY FLATS PLANT, PO BOX 464, GOLDEN, COLORADO 80402 0464 • (303) 966 7000

September 14, 1992

92-RF-10818

Tim Garrelts
Richmond Homes Inc
3600 South Yosemite, Suite 400
Denver, CO 80237-1800

USE AGREEMENT FOR OFFSITE SAMPLING - MG-049-92

Dear Tim

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No 3 (OU 3). This letter contains a request for access with enclosures that describes general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

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Sincerelly

M Guillaume, OU 3 Manager

EM/Remediation Programs Division

dmf

Enclosures As Stated

CC

Administrative Record

Use Agreement No
US Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Richmond Homes Inc (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A.

NOW THERFORE, it is agreed that

The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

- abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors
- The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

- The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Agcuisition Regulation (DEAR)
- DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement. Such consent shall be evidenced by their signatures in the space provided on the signature page.

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR	UNITED STATES OF AMERICA DEPARTMENT OF ENERGY
Ву	Ву
	Steven R Schiesswohl RFO Realty Officer Property & Information Management Branch
	Rocky Flats Office P O Box 928 Golden, Colorado 80402-0928
Date	Date
Concurred by EG&G Rocky Flats, DOE Contractor, contract numbe DE-AC04-90DP62349	
Ву	
Title	
Date	
Consented to Names Interest	<u>Signature</u>

EXHIBIT B

OU 3 REI/RI SAMPLING ACTIVITY DESCRIPTION -RICHMOND HOMES INC.

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH)

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities Sample locations will be surveyed prior to the sampling event Field adjustments could be made at the time of sampling to adjust specific sampling locations

Sampling activities will not adversely effect environmental resources OU 3 sampling activities on Richmond Homes Inc property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map

Use Agreement No
US Department of Energy
Interagency Agreement
OU 3 Offsite Program

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WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THERFORE, it is agreed that

The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

- abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors
- The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

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- The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Agcuisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement. Such consent shall be evidenced by their signatures in the space provided on the signature page.

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR	UNITED STATES OF AMERICA DEPARTMENT OF ENERGY
Ву	Ву
	Steven R Schiesswohl RFO Realty Officer Property & Information Management Branch
	Rocky Flats Office P O Box 928 Golden, Colorado 80402-0928
Date	Date
Concurred by EG&G Rocky I DOE Contractor, contract n DE-AC04-90DP62349	
Ву	
Title	
Date	
Consented to Names Inte	rest Signature

EXHIBIT B

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Use Agreement No US Department of Energy Interagency Agreement OU 3 Offsite Program

USE AGREEMENT

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WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that

The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

- abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors
- The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to its condition on the effective date of the Use Agreement
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- The effective sate of this Use Agreement shall be the later of the date of execution by the Government or October 1, 1992. The term of this Use Agreement shall commence on the effective date hereof and shall continue for a period of three (3) months unless sooner terminated by the Government or Grantor by giving five (10) working days prior written notice to the other. The Government shall provide to the Grantor two (2) days prior to entry on the property, specifying the time and date of the sampling, so that an agent of Grantor may be present.

Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than five (5) days after the expiration or termination of the Use Agreement

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- The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. However, the Government shall provide Grantor with split samples and also shall provide Grantor with all data obtained and any analysis thereof. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
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GRANTOR	_	ITED STATES OF AMERICA PARTMENT OF ENERGY
Ву	Market Court Court	Ву
		Steven R Schiesswohl RFO Realty Officer Property & Information Management Branch
		Rocky Flats Office P O Box 928 Golden, Colorado 80402-0928
Date		Date
Concurred by EG&G Rocky DOE Contractor, contract DE-AC04-90DP62349		
Ву		
Title		
Date	P	
Consented to Names Int	terest	<u>Signature</u>

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SEGEG ROCKY FLATS

EG&G ROCKY FLATS, INC , Bldg. 80 ROCKY FLATS PLANT, PO BOX 464, GOLDEN COLORADO 80402 0464 (303) 966 7000

September 14, 1992

92-RF-10818

Tim Garrelts
Richmond Homes Inc
3600 South Yosemite, Suite 400
Denver, CO 80237-1800

USE AGREEMENT FOR OFFSITE SAMPLING - MG-049-92

Dear Tim

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No 3 (OU 3). This letter contains a request for access with enclosures that describes general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

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CLASSIFICATION

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UCNI UNCLASSIFIED CONFIDENTIAL SECRET

UTHORIZED CLASSIFIER T SIGNATURE

assitiention office Date exemption

N PEPLY TO REPICCINO

M Guillaume, OU 3 Manager

EM/Remediation Programs Division

dmf

Enclosures As Stated

Sincerely,

w cc

Administrative Record

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BASIC MENT

Use Agreement No
US Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

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GRANTOR	UNITED STATES OF AMERICA DEPARTMENT OF ENERGY
Ву	Ву
	Steven R Schiesswohl RFO Realty Officer Property & Information Management Branch
	Rocky Flats Office P O Box 928 Golden, Colorado 80402-0928
Date	Date
Concurred by EG&G Rocky Flats, In DOE Contractor, contract number DE-AC04-90DP62349	nc
Ву	
Title	
Date	_
Consented to Names Interest	<u>Signature</u>





